

**In the Matter Of:**

*In Re: LTL Management, LLC*

---

*ERIK HAAS*

*June 07, 2023*

---



Page 1	Page 3
<p>1 2 UNITED STATES BANKRUPTCY COURT 3 DISTRICT OF NEW JERSEY 4 -----X 5 In Re: 6 LTL MANAGEMENT, LLC, 7 Debtor. 8 Case No. 23-12825 (MBK) 9 -----X 10 VIDEOTAPED DEPOSITION OF ERIK HAAS 11 12 13 14 DATE: June 7, 2023 15 TIME: 9:30 a.m. 16 PLACE: ***REMOTE*** 17 BEFORE: Rebecca Schaumloffel, RPR, CCR-NJ 18 JOB NO: 2023-898653 19 20 21 22 23 24 25</p>	<p>1 2 Appearances (continued:) 3 4 GENOVA BURNS, LLC 5 494 Broad Street 6 Newark, New Jersey 07102 7 BY: DANIEL M. STOLZ, ESQ. 8 9 GOLOMB SPIRT GRUNFELD, PC 10 1835 Market Street 11 Suite 2900 12 Philadelphia, PA 19103 13 BY: RICHARD GOLOMB, ESQ. 14 15 JONES DAY 16 Attorneys for the Debtor 17 250 Vesey Street 18 Suite 31 19 New York, New York 10281 20 BY: GEOFFREY GOTTBRECHT, ESQ. 21 DAVID TORBORG, ESQ. 22 SAYURI SHIMODA, ESQ 23 MARK RASMUSSEN, ESQ. 24 25</p>
Page 2	Page 4
<p>1 2 A P P E A R A N C E S: 3 4 5 BARNES &amp; THORNBURG 6 Attorneys for J&amp;J 7 2029 Century Park East 8 Suite 300 9 Los Angeles, CA 90067 10 BY: KENDRA LOUNSBERRY, ESQ. 11 12 BEASLEY ALLEN LAW FIRM 13 Attorneys for Alishia Landrom, 14 et al. 15 218 Commerce Street 16 Montgomery, Alabama 36104 17 BY: LEIGH O'DELL, ESQ. 18 ANDY BIRCHFIELD, ESQ. 19 20 BROWN RUDNICK 21 Attorneys for the Talc Claimants 22 7 Times Square 23 New York, New York 10036 24 BY: JEFF JONAS, ESQ. 25 LYDELL BENSON, ESQ. JENNIFER SCHEIN, ESQ. BENNETT SILVERBERG, ESQ. COLE SCHOTZ 1325 Avenue of the Americas 19th Floor New York, NY 10019 BY: SETH VAN AALDEN, ESQ.</p>	<p>1 2 Appearances (continued:) 3 4 MAUNE RAICHLE HARTLEY FRENCH &amp; MUDD, LLC 5 Attorneys for Katherine Tolleson, et al. 6 777 S Harbour Island Blvd. 7 Suite 310 8 Tampa, Florida 33602 9 BY: CLAY THOMPSON, ESQ. 10 MILLER THOMSON LLP 11 10155 102 Street 12 Edmonton, Alberta, Canada T5J 4G8 13 BY: JEFF CARHART, ESQ. 14 15 OFFICE OF THE UNITED STATES TRUSTEE 16 Attorneys for the United States Department of Justice One Newark Center Suite 2100 Newark, New Jersey 07102 18 BY: LAUREN BIELSKIE, ESQ. LINDA RICHENDERFER, ESQ. JEFF SPONDER, ESQ. OTTERBOURG 22 Attorneys for TCC I 23 230 Park Avenue 30th floor New York, New York 10169 24 BY: (No appearance) 25</p>

1 <b>E. HAAS</b> 2 <b>Is that okay with you?</b> 3       A. Mr. Jonas, you can ask your 4       questions. I'll provide the answers. If I 5       have issues, I will seek to clarify them. 6 <b>Q. Great. And we want to make sure</b> 7 <b>you are comfortable today. If at any point</b> 8 <b>you need a break, just let me know.</b> 9 <b>And with that, let me ask you, is</b> 10 <b>there any reason you can't testify truthfully</b> 11 <b>and completely today?</b> 12      A. There is no reason. 13 <b>Q. Great. Where are you sitting</b> 14 <b>today, sir?</b> 15      A. I'm sitting in my office. 16 <b>Q. And that is in New Jersey?</b> 17      A. It is. 18 <b>Q. Excellent. And when you say your</b> 19 <b>office, that's in an -- that's in the J&amp;J</b> 20 <b>offices; is that right?</b> 21      A. That is correct. 22 <b>Q. Okay. What did you do to prepare</b> 23 <b>for today's deposition?</b> 24      A. Nothing. 25 <b>Q. Okay. What is the position of</b>	Page 9	1 <b>E. HAAS</b> 2       instruct, et cetera. 3 <b>BY MR. JONAS:</b> 4       A. Let me just add a couple of points 5       there, then, Mr. Jonas. One, I object to 6       foundation. I have never seen the letter 7       that you're talking about, number one. 8       Number two, that letter, based 9       upon your representation, was sent on behalf 10      of LTL. 11      Three, and I'm sure this is going 12      to be pervasive throughout this deposition, 13      but so the record is clear from the outset, I 14      am a litigator. I'm in this case. I made an 15      appearance on behalf of Johnson & Johnson, 16      and my positions, mainly, throughout this 17      deposition, I imagine, will be based upon 18      attorney-client privilege and work product 19      protected communications with my client. 20      I will endeavor to respond to the 21      best I can to those non-privileged matters 22      and non-protected matters, but to the extent 23      that you are asking for J&J's position 24      throughout the deposition, it will be 25      predicated in large part upon communications
1 <b>E. HAAS</b> 2 <b>Johnson &amp; Johnson concerning the</b> 3 <b>unenforceability of the 2021 Funding</b> 4 <b>Agreement on and after January 30, 2023?</b> 5 <b>MR. STARNER:</b> Objection. Vague. 6       And also caution the witness not 7       to disclose any information that he 8       may have obtained as litigation 9       counsel for Johnson & Johnson. 10 <b>MR. JONAS:</b> Just so the record 11      is clear, Greg, I'm looking at a 12      letter from Mr. Rasmussen of Jones Day 13      dated May 26, 2023, in which he 14      indicates that Mr. Haas will be 15      testifying at our motion to dismiss 16      trial and he states that Mr. Haas will 17      be testifying about the position of 18      Johnson & Johnson concerning the 19      unenforceability of the 2021 Funding 20      Agreement on and after January 30, 21      2023. 22      I just want the record to be 23      clear that I think it's appropriate 24      for me to inquire with that -- in that 25      regard. But, in any event, you can	Page 10	1 <b>E. HAAS</b> 2       with my client. 3       Now with that said, I believe your 4       question is what is the position of Johnson & 5       Johnson with respect to the enforceability of 6       the Funding Agreement that was entered into 7       in 2021. And in that regard, Mr. Jonas, I 8       would direct you to the Termination and 9       Substitution Agreement dated April 4, 2023, 10      and, in particular, recital K, which sets 11      forth succinctly what is the position of 12      Johnson & Johnson with respect to the 13      enforceability of that agreement. 14      But in general, and without waiver 15      of any privileges or protections, I would say 16      that it is the position of Johnson & Johnson 17      that the Funding Agreement, after January 30, 18      2023, was void and unenforceable due to a 19      frustration of purpose, lack of 20      consideration, and mutual mistake. 21 <b>Q. And what is the position of</b> 22 <b>Johnson &amp; Johnson concerning the purpose and</b> 23 <b>effect of the 2023 Termination and</b> 24 <b>Substitution Agreement and Support Agreement?</b> 25 <b>MR. STARNER:</b> Same instruction.

Page 13	Page 14	Page 15
<p>1 E. HAAS</p> <p>2 You can answer if you can.</p> <p>3 A. I can't. I don't understand your</p> <p>4 question, Mr. Jonas.</p> <p>5 <b>Q. You are unable to answer my</b></p> <p>6 <b>question with respect to what Johnson &amp;</b></p> <p>7 <b>Johnson's position is concerning the purpose</b></p> <p>8 <b>and effect of the 2023 Termination and</b></p> <p>9 <b>Substitution Agreement and Support Agreement?</b></p> <p>10 A. Mr. Jonas, you commenced this</p> <p>11 deposition by instructing me to ask you</p> <p>12 questions when questions are unclear. Your</p> <p>13 question is unclear.</p> <p>14 I think the Termination and</p> <p>15 Substitution Agreement on its face is clear.</p> <p>16 It's unequivocal, it says what it says.</p> <p>17 <b>Q. Okay. And what is the position of</b></p> <p>18 <b>Johnson &amp; Johnson concerning efforts and</b></p> <p>19 <b>proposals made to resolve LTL's talc</b></p> <p>20 <b>liability and the responses thereto?</b></p> <p>21 MR. STARNER: Objection.</p> <p>22 A. I find that to be an entirely</p> <p>23 vague and undiscernable question. If you</p> <p>24 would like to try again, I'll try my best to</p> <p>25 answer.</p>		<p>1 E. HAAS</p> <p>2 vague and ambiguous pursuant to your very</p> <p>3 objection, Mr -- your instruction, Mr. Jonas.</p> <p>4 I have asked for clarification. So let the</p> <p>5 record reflect that you have refused, twice</p> <p>6 now, to provide the clarification that you</p> <p>7 said you would.</p> <p>8 <b>Q. And sir, if you do not understand</b></p> <p>9 <b>what LTL's counsel has said that you are</b></p> <p>10 <b>going to testify to at trial, let the record</b></p> <p>11 <b>reflect that and we will move on.</b></p> <p>12 A. I already stated, Mr. Jonas, that</p> <p>13 you have neither shown me that letter that</p> <p>14 you are referring to nor have I seen what I</p> <p>15 believe you are referencing to. So I have</p> <p>16 noted the lack of foundation from your</p> <p>17 question from the outset.</p> <p>18 If you would like to put up the</p> <p>19 letter so I can see the letter, number one,</p> <p>20 I'm happy to look at it. In general terms,</p> <p>21 though, I find your questions to be vague and</p> <p>22 ambiguous.</p> <p>23 <b>Q. Are you finished? Are you</b></p> <p>24 <b>finished, sir?</b></p> <p>25 A. Oh, I am finished.</p>
	Page 14	Page 16
<p>1 E. HAAS</p> <p>2 <b>Q. No, that's fine. If you can't</b></p> <p>3 <b>answer that, that's -- we will just -- that</b></p> <p>4 <b>will be the record.</b></p> <p>5 A. Well, the record will be that I</p> <p>6 asked you for clarification and you have</p> <p>7 refused to provide it twice now.</p> <p>8 <b>Q. I understand that, Mr. Haas. I'll</b></p> <p>9 <b>ask the questions. You do your best to</b></p> <p>10 <b>answer. If you can --</b></p> <p>11 A. I will do my best --</p> <p>12 <b>Q. Sir?</b></p> <p>13 A. -- conversation where it is</p> <p>14 required. Your questions were vague and</p> <p>15 ambiguous.</p> <p>16 <b>Q. Mr. Haas, respectfully, the court</b></p> <p>17 <b>reporter can only take down the words when</b></p> <p>18 <b>one of us is speaking. So I'll -- when you</b></p> <p>19 <b>are speaking, I'll respect that. I'll allow</b></p> <p>20 <b>you to speak. Same for your counsel. When</b></p> <p>21 <b>I'm speaking, I simply ask that you let me</b></p> <p>22 <b>finish my comment. But we will move on.</b></p> <p>23 A. Well, I'm not -- since you stopped</p> <p>24 speaking, you can let me clarify, once again.</p> <p>25 To the extent your questions are</p>		<p>1 E. HAAS</p> <p>2 <b>Q. Thanks. Mr. Haas, does Johnson &amp;</b></p> <p>3 <b>Johnson have an estimate for its total talc</b></p> <p>4 <b>liabilities?</b></p> <p>5 A. How are you defining "talc</p> <p>6 liabilities"?</p> <p>7 <b>Q. Sir, how do you define the word</b></p> <p>8 <b>"liability," sir?</b></p> <p>9 A. I define it very differently in</p> <p>10 many different contexts.</p> <p>11 <b>Q. In the context of a financial</b></p> <p>12 <b>statement, how do you use the word</b></p> <p>13 <b>"liabilities"?</b></p> <p>14 A. It could be defined very</p> <p>15 differently depending upon the type of</p> <p>16 financial statements, what the purpose of the</p> <p>17 financial statement, and what the purpose of</p> <p>18 the liability is.</p> <p>19 <b>Q. Do you have any role, either in</b></p> <p>20 <b>review or comment, on any of the financial</b></p> <p>21 <b>statements which Johnson &amp; Johnson files with</b></p> <p>22 <b>the Securities and Exchange Commission?</b></p> <p>23 A. Yes, I do.</p> <p>24 <b>Q. And does Johnson &amp; Johnson include</b></p> <p>25 <b>detailed information with respect to what on</b></p>

1 <b>E. HAAS</b> 2 was. 3 <b>Q. No, you didn't, sir.</b> 4     A. I just told you what the basis for 5 my conclusion as to that they were a 6 majority. 7 <b>Q. Okay. But just to confirm, in the</b> 8 <b>example I just gave you, you do not know what</b> 9 <b>the denominator is as a specific number,</b> 10 <b>correct?</b> 11    A. No, that's not correct, Mr. Jonas. 12 You sum up the representations of the 13 claimants that your clients purport to 14 represent and that added to the number of 15 claimants that the AHC purport to represent, 16 and that is the currently known denominator 17 based upon representations made. 18     To the extent your clients want to 19 come forward with more clarity with respect 20 to who they represent, we welcome those -- 21 that information. In fact, we've sought that 22 information and you have been resisting that 23 information. 24 <b>Q. So what is your understanding of</b> 25 <b>that number?</b>	Page 25	Page 27  1 <b>E. HAAS</b> 2 Restated Funding Agreement dated October 12, 3 '21, that's 2021. 4 <b>What was Johnson &amp; Johnson's total</b> 5 <b>exposure or liability under that Funding</b> 6 <b>Agreement?</b> 7     MR. STARNER: Objection. Vague. 8 And number two, I think it directly 9 calls for privileged information. So 10 that information -- that knowledge 11 would be based on his role as 12 litigation counsel to J&J. 13 BY MR. JONAS: 14    A. So once again, Mr. Jonas, this is 15 going to be a line of questioning that 16 invades the attorney-client privilege and 17 work product protection. I am a litigator on 18 behalf of Johnson & Johnson in this matter. 19 My understanding and view of the 20 interpretation of these agreements are based 21 upon attorney-client privilege and work 22 product protected information. 23     With that said, what is in the 24 public domain already regarding the exposure 25 of Johnson & Johnson under the Funding
1 <b>E. HAAS</b> 2     A. I just told you. 3     MR. STARNER: Objection. Asked 4 and answered. 5     A. I answered it twice, Mr. Jonas. 6 <b>Q. So I'm asking you what your</b> 7 <b>understanding is of the specific number that</b> 8 <b>represents the denominator?</b> 9     A. Well, sitting here today, I'm not 10 going to speculate on or attempt to recall 11 the specific numbers, but you can go back and 12 look at the representations yourself. 13     Mr. Jonas, hold on one second. My 14 computer just phased out and I lost your Zoom 15 so just give me one moment. I'll see if I 16 can recover it because I can't see you. 17     MR. STARNER: We can still see 18 you, Erik. I don't know if you can -- 19 <b>THE WITNESS:</b> Yeah, I know. I'm 20 just trying to figure out -- all 21 right. I got you back. 22     Okay. Go ahead. 23 BY MR. JONAS: 24 <b>Q. Okay. All right. I want to, just</b> 25 <b>for a moment, talk about the Amended and</b>	Page 26	Page 28  1 <b>E. HAAS</b> 2 Agreement and related agreements is limited 3 to the talc liabilities, or the talc-related 4 liabilities, as the term is defined in that 5 agreement. 6 <b>Q. I will do my best, Mr. Haas, to</b> 7 <b>respect the alleged privileged and common</b> 8 <b>interest which has been asserted, you've made</b> 9 <b>reference to it and your counsel has made</b> 10 <b>reference to it a number of times. So I will</b> 11 <b>try to focus just on some facts as best we</b> 12 <b>can and we will see where we go.</b> 13     After the January 30, 2023, Third 14 Circuit Court of Appeals decision, did 15 Johnson & Johnson first raise the 16 unenforceability or void -- voidable issue 17 with LTL or did LTL first raise that with 18 Johnson & Johnson? 19     MR. STARNER: Just objection. 20     It's not an asserted common 21 interest. It's been recognized by the 22 Court. So, indeed, there is a common 23 interest. 24     To the extent you are asking for 25 his testimony based on his knowledge

1 <b>E. HAAS</b> 2        as litigation counsel based on 3        privileged communications, the 4        communications he may have had with a 5        counterparty that had a common 6        interest, we would object. 7        I do think this calls for 8        privileged communications. 9   BY MR. JONAS: 10      A. Again, Mr. Jonas, I will endeavor 11     to respond to the extent I can without a 12     waiver of any privilege or protection. 13   Unquestionably, I raised the issue 14   immediately upon the issuance of the Third 15   Circuit decision. I'm not going to delve 16   into communications between Johnson & Johnson 17   and LTL in that regard. 18 <b>Q. Okay. So I -- just to confirm, I</b> 19 <b>think there was a lot of verbiage there</b> 20 <b>between you and your counsel.</b> 21    I just want to make sure that the 22   answer to my question was that Johnson & 23   Johnson first raised the unenforceability and 24   void voidable issue of the Funding Agreement 25   with LTL; is that correct?	Page 29	1 <b>E. HAAS</b> 2        already ordered applied in this case. 3        And as I previously stated from 4        the outset, I think it was in response to 5        your first question in this matter, that I 6        would refer to you, which is in the public 7        domain, the Termination and Substitution 8        Agreement, recital K sets forth the position 9        in this regard very succinctly. 10 <b>Q. What is Johnson &amp; Johnson's view</b> 11 <b>of the purpose of LTL's second bankruptcy, if</b> 12 <b>you know?</b> 13    MR. STARNER: Objection. Same 14   instruction. Same objection with 15   respect to any kind of privileged 16   communications if your knowledge is 17   based on your own role as litigation 18   counsel. 19       But subject to that, if you can 20   answer. 21   BY MR. JONAS: 22      A. So, again, I will answer based 23   upon what information is in the public domain 24   and has been clearly recited throughout these 25   depositions. But the intent and the purpose	Page 31
1 <b>E. HAAS</b> 2        MR. STARNER: Objection. 3        A. Subject to the same objections 4        and, again, ensuring that there is no waiver 5        and without waiver of any attorney-client 6        privilege or work product protection, Johnson 7        & Johnson raised it first. 8        THE COURT REPORTER: I'm sorry, 9        I lost the last sentence. 10      A. Johnson & Johnson raised it first. 11 <b>Q. And in that regard, did Johnson &amp;</b> 12 <b>Johnson tell LTL that the first Funding</b> 13 <b>Agreement was unenforceable?</b> 14      MR. STARNER: Objection -- 15      A. Again, Mr. Jonas -- 16      MR. STARNER: -- the contents of 17       the communications which I think is 18       going to invade the privilege. 19       Subject to that, Mr. Haas, you 20       can answer if you can. 21   BY MR. JONAS: 22      A. Again, we are not going to delve 23   into communications between Johnson & Johnson 24   and LTL, which is subject to the recognized 25   common interest agreement that the Court	Page 30	1 <b>E. HAAS</b> 2        of the proceedings that LTL has brought in 3        the bankruptcy case is that they have filed; 4        has been for and with the intent to achieve 5        an equitable and efficient resolutions of all 6        claims, all talc related claims, which only 7        may be achieved through the bankruptcy 8        facility. 9 <b>Q. Mr. Haas, on a formal basis, how</b> 10 <b>was the decision to terminate the first</b> 11 <b>Funding Agreement made at Johnson &amp; Johnson?</b> 12      MR. STARNER: Objection. I 13       think this calls for privileged 14       information. Lack of foundation. 15       Vague. 16       But you can go ahead and answer 17       subject to that, Mr. Haas. 18   BY MR. JONAS: 19      A. Yeah, once again, all my 20       communications with my clients, as litigation 21       counsel in this matter are subject to the 22       attorney-client privilege and work product 23       protection. We are not delving into those 24       communications. 25 <b>Q. Was there a board vote at Johnson</b>	Page 32

Page 69	Page 71
1 E. HAAS	1 E. HAAS
2 BY MR. JONAS:	2 MR. JONAS: Are those in the
3 Q. My question was, did you have any	3 chat now?
4 role in leading up to the earnings call,	4 DOCUMENT TECHNICIAN: One
5 whether by preparation or otherwise?	5 moment.
6 MR. STARNER: Objection. Asked	6 MR. JONAS: Okay.
7 and answered. Also object as it calls	7 DOCUMENT TECHNICIAN: Thank you.
8 for privileged communications.	8 Those are available now.
9 A. Any participation I would have had	9 MR. JONAS: Thanks. Great.
10 would be subject to the attorney-client and	10 BY MR. JONAS:
11 work product privilege.	11 Q. Do you recall my question,
12 Q. Are you aware that J&J	12 Mr. Haas?
13 participates in the Cowen Health Care	13 A. Yes. Your question is whether I
14 Conference or conferences?	14 play any role with respect to Johnson &
15 A. Not particularly, no.	15 Johnson securities filings and it's a broad
16 Q. Okay. So I take it you don't have	16 question, but my role would be with respect
17 any role in connection with J&J's	17 to any litigation impact or consequence with
18 participation with the Cowen Health Care	18 respect to the financial statements, which,
19 Conferences?	19 again, would be subject to attorney-client
20 A. J&J participates in a lot of	20 privilege work product review.
21 healthcare conferences, Mr. Jonas. Sitting	21 Q. Okay. Let me ask you.
22 here today, I do not recall that particular	22 MR. JONAS: Let's turn to page
23 conference. Again, to the extent that I did	23 52. Yeah, page 52.
24 provide any input in connection with any such	24 Q. And so the record is clear, we are
25 conference, it would have been under the	25 looking at the form 10-K filed by Johnson &
Page 70	
1 E. HAAS	1 E. HAAS
2 attorney-client privilege and work product	2 Johnson. It was filed on April 28, 2023, for
3 protection.	3 the quarter period ended April 2, 2023. And
4 MR. JONAS: All right. Let's	4 now I'd like to look at page -- and let me
5 pull up tab 68, please, Deane, which	5 just see if we've got the right page.
6 we can mark as Haas 6.	6 MR. STARNER: You said 10-K.
7 (Whereupon, Haas Exhibit 6, Form	7 It's a 10-Q, right?
8 10-Q for period ended April 2, 2023	8 MR. JONAS: I apologize if I
9 was marked for identification as of	9 said that. I meant to say 10-Q.
10 this date by the Reporter.)	10 And let's -- I think it's
11 BY MR. JONAS:	11 actually -- Deane, let's roll forward
12 Q. Mr. Haas, do you play any role in	12 two pages where it says 54 of 93.
13 connection with Johnson & Johnson's public	13 There we go.
14 securities filings?	14 BY MR. JONAS:
15 MR. STARNER: And, sorry, not to	15 Q. Mr. Haas, we are looking at a page
16 interrupt, but can we put the two	16 that is under the category "Product
17 exhibits we just used in the chat? I	17 Liability," and the first entry under this
18 don't see 5 or 6 in there, please.	18 little chart here says, "Body powders
19 Sorry.	19 containing talc, primarily JOHNSON'S Baby
20 MR. JONAS: No worries. No	20 Powder," and it lists the number of
21 worries.	21 plaintiffs at 40,330.
22 BY MR. JONAS:	22 Do you see that?
23 A. Do I claim --	23 A. I do.
24 Q. Hold on. Hold on. Hold on. I	24 Q. Now, you believe there are more
25 just want to make sure --	25 claims today, talc claims against Johnson &
Page 72	

1 <b>E. HAAS</b> 2 <b>Johnson than 40,330, correct?</b> 3       A. Those are the filed claims, 4 Mr. Jonas. <b>5 Q. Okay. And do you know why Johnson</b> <b>6 &amp; Johnson only lists file claims?</b> 7       A. Because that's what's called for 8 by the disclosure. <b>9 Q. Okay. And do you believe there's</b> <b>10 any difference in the weight of filed versus</b> <b>11 unfiled claims?</b> 12      MR. STARNER: Objection. 13      A. I have no idea what you mean by 14 that. <b>15 Q. Well, you've said their --</b> <b>16 obviously, we are looking at a page that</b> <b>17 shows the number of filed claims as required</b> <b>18 by this disclosure, correct?</b> 19      A. That shows the number of filed 20 claims, correct. <b>21 Q. Okay. And you believe there are</b> <b>22 additional claims, talc claims, correct?</b> 23      A. I -- there have been 24 representations as to the additional claims 25 that are unfiled, correct.	1 <b>E. HAAS</b> 2 <b>Q. Do you think -- outside of a</b> 3 <b>bankruptcy proceeding, do you think there is</b> 4 <b>a consequence to filed and unfiled claims?</b> 5      MR. STARNER: Objection. 6      A. That is absolutely, vague, 7 ambiguous, and lacks -- 8      MR. STARNER: Just for the -- if 9 I may. 10     Just objection. 11     You are asking this witness, who 12 is the head of litigation at J&J, what 13 his views are about, you know, the 14 weight or consequence of various types 15 of claims, we object as that is to the 16 extent it calls for any kind of 17 privileged information and 18 instruction. 19 BY MR. JONAS: 20     A. In addition to that, I think the 21 question is just incredibly vague and 22 ambiguous and speculative. If there is a 23 particular context, then I may be able to 24 answer the question. But it has to be 25 grounded in some circumstance. Otherwise,
1 <b>E. HAAS</b> 2 <b>Q. Okay. And you don't know the</b> 3 <b>total number of the additional unfiled</b> 4 <b>claims, correct?</b> 5      MR. STARNER: Objection. 6      A. I know the number of claims that 7 have been represented as we have been through 8 before. The lawyers in this case have made 9 representations as to the number of claims 10 that they have. If you are asking me whether 11 or not this is somehow a concession that the 12 unfiled claims don't have the same import as 13 the filed claims, I reject that proposition. 14      If you are talking about the 15 context of the bankruptcy proceeding that we 16 are in, they are very -- according to the 17 bankruptcy proceeding, or this bankruptcy 18 case, is to attain a final resolution of all 19 claims whether filed or unfiled, whether 20 current or future. 21      So I reject the -- what I think is 22 your inference by listing filed claims and 23 somehow suggest a less significance in the 24 context of the bankruptcy proceeding to the 25 unfiled claims.	1 <b>E. HAAS</b> 2      it's unconceivably broad. <b>3 Q. Well, let me ask you, does Johnson</b> <b>4 &amp; Johnson keep track of unfiled cases, talc</b> <b>5 cases? Strike that. Let me try it again.</b> <b>6 Does Johnson &amp; Johnson keep track</b> <b>7 of unfiled talc claims?</b> 8      MR. STARNER: Objection. Vague. 9      And also object to the extent it calls 10 for any kind of privileged 11 communications or work product. 12      A. Is your question whether we are 13 tracking unfiled claims in connection with 14 this case? <b>15 Q. Sure, we will start with that.</b> 16      A. Well, to the extent that's a 17 question then I -- it's certainly within the 18 purview of attorney-client privilege and work 19 product protection. <b>20 Q. And you are not going to answer</b> <b>21 it?</b> 22      A. I'm not going to answer it in 23 terms of questions that are directed to me 24 for the purposes of what my role is in this 25 case. There are many people involved in this